Form PTO-15/95 RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE (Rev. 10/02) U.S. Patent and Trademark Office PATENTS ONLY OMB No. 065 Tab settings = To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) University Court of the University of Glasgow Name: BURSTEIN TECHNOLOGIES, INC. University Avenue, Galsgow UNITED KINGDOM Internal Address: ___ Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance: \boxtimes ☐ Merger **Assignment** Street Address: 163 Technology Drive ☐ Change of Name Security Agreement Other City: Irvine __ _ State: CA_ _ Zip: 92618 _ Execution Date: February 7, 2003 Additional name(s) & address(es) attached? Yes No 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: B. Patent No.(s) A. Patent Application No.(s) See attached list See attached list Additional numbers attached? ☒ Yes ☐ No 6. Total number of applications and patents involved 15 5. Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 3.41).....\$ 600.00 Name: Donald Bollella, Esq. ☐ Enclosed Internal Address: Legal Department Authorized to be charged to deposit account 8. Deposit account number: Street Address: Burstein Technologies, Inc. 50-1781 163 Technology Drive (Attach duplicate copy of this page if paying by deposit account) City: Irvine ____ State: CA____Zip: 92618 __ NO NOT USE THIS SPACE 1 9. Statement and signature. To the best of my knowledge and belief, the foceboing information attached copy is a true copy of the original document. Donald Bollella, Esq. March 10, 2003 - Name of Person Signing Date

Total number of pages including cover sheet, attachments, and documents

SUPPLEMENTAL SHEET TO FORM PTO-1595

Serial No.	Patent No.	Filing Date
08/809,402	(Now US Pat No. 5,892,577)	March 21, 1997
09/156,475	(Now US Pat No. 6,256,088)	September 18, 1998
09/407,001		September 28, 1999
09/284,421		June 11, 1999
09/410,837		October 1, 1999
09/411,624		October 1, 1999
09/410,838		October 1, 1999
09/642,996		August 21, 2000
09/643,030	(Now US Pat No. 6,339,473)	August 21, 2000
09/665,481		September 20, 2000
09/665,930	(Now US Pat No. 6,327,031)	September 20, 2000
60/283,213		April 11, 2001
09/991,429		November 16, 2001
09/991,863		November 16, 2001
10/121,281		April 11, 2002

ACKNOWLEDGEMENT OF ASSIGNMENT AND ASSIGNMENT

WHEREAS, John Francis Gordon (hereinafter referred to as "GORDON") as the inventor of an invention entitled "Apparatus And Method For Carrying Out Analysis Of Samples," as disclosed in application for United States Patent Serial No. 08/809,402, filed March 21, 1997 (hereinafter referred to as the "Gordon I Invention"), has previously assigned the entire right, title, and interest in the invention and to all continuations and divisions thereof, and all patents, United States and foreign, granted upon such applications or for the inventions described therein, and any reissues or extensions of said patents, United States Letters Patent No. 5,892,577 granted April 6, 1999; United States Letters Patent No. 6,256,088 granted July 3, 2001; United States Letters Patent No. 6,327,031 granted December 4, 2001; and United States Letter Patent No. 6,339,473 granted January 15, 2002 having issued (hereinafter referred to as the "Gordon I Patent Rights") to The University Court of The University of Glasgow, a corporation of the United Kingdom, having its principal place of business at University Avenue, Glasgow, United Kingdom (hereinafter referred to as "UNIVERSITY"), as recited in the assignment dated April 16, 1997 recorded on July 31, 1997, in the assignment records of the United States Patent Office at reel/frame number of 8634/0810;

WHEREAS, GORDON as the inventor of the invention entitled "Apparatus And Method For Conducting Assays," as disclosed in application for United States Letters Patent Serial No. 09/284,421, filed April 8, 1999 (hereinafter referred to as the "Gordon II Invention"), has previously assigned the entire right, title, and interest in the invention, and all continuations and divisions thereof, and all patents, United States and foreign, granted upon such application or for the inventions described therein, and any reissues or extensions of said patents (hereinafter referred to as the "Gordon II Patent Rights"), to Molecular Drives Ltd., a Limited Company registered under the Companies Act of 1985, Registered Number SC157075, having a place of business at 39 Western Court, University of Glasgow, Scotland, United Kingdom (hereinafter referred to as "MOLECULAR DRIVES"), as recited in the assignment dated June 1, 1999 recorded on June 11, 1999, in the assignment records of the United States Patent Office at reel/frame number of 010036/0805;

WHEREAS, MOLECULAR DRIVES has assigned the entire right, title, and interest in the Gordon II Patent Rights to UNIVERSITY, as recited in the assignment dated June 7, 1999 recorded on November 18, 1999 in the assignment records of the United States Patent Office at reel/frame number of 010400/0621;

WHEREAS, UNIVERSITY has agreed to sell the above identified Gordon I and Gordon II Inventions and the Gordon I and Gordon II Patent Rights to Burstein Technologies, Inc. (hereinafter referred to as "BTI") pursuant to that certain Exclusive License, Technology Transfer, and Technology Acquisition Agreement dated July 23, 1999 by and between UNIVERSITY, MOLECULAR DRIVES, GORDON, and Digital Drives, Inc., formerly a Nevada corporation (said Digital Drives, Inc. hereinafter referred to as "DIGITAL") and further pursuant to the "Clarification and Amendment of Technology Transfer Agreement between University of Glasgow and Burstein Technologies, Inc." dated November 30, 2001 by and between UNIVERSITY, BTI, and GORDON:

WHEREAS, BTI has prepared and filed U.S. Provisional Patent Application No. 60/283,213 on April 11, 2001 and related U.S. Patent Application No. 10/121,281 on April 11, 2002 entitled "Multi-Parameter Assays Including Analysis Discs and Methods Relating Thereto" (hereinafter referred to as the Gordon III invention), said Gordon III invention being based in part on an unfiled disclosure prepared during GORDON's affiliation with MOLECULAR DRIVES and the UNIVERSITY;

WHEREAS, UNIVERSITY, through its exclusive licensee BTI, has prosecuted and or caused the filing of the following United States applications for Letters Patent of the United States based upon the Gordon I, II, and III Inventions:

Serial No.		Filing Date
08/809,402	(Now US Pat No. 5,892,577)	March 21, 1997
09/156,475	(Now US Pat No. 6,256,088)	September 18, 1998
09/407,001		September 28, 1999
09/248,421		June 11, 1999
09/410,837		October 1, 1999
09/411,624		October 1, 1999
09/410,838		October 1, 1999
09/642,996		August 21, 2000
09/643,030	(Now US Pat No. 6,339,473)	August 21, 2000
09/655,481		September 20, 2000
09/665,930	(Now US Pat No. 6,327,031)	September 20, 2000
60/283,213		April 11, 2001
09/991,429	·	November 16, 2001
09/991,863		November 16, 2001
10/121,281		April 11, 2002

(said applications being hereinafter referred to as the "Gordon Applications").

WHEREAS, DIGITAL has been merged into BTI as of August 14, 2001;

WHEREAS, UNIVERSITY, the assignor herein is presently the sole owner of the entire right, title, and interest to the Gordon I and Gordon II Inventions and Gordon I and Gordon II Patent Rights without any encumbrances thereon or any contingent or reversionary interests therein; and

WHEREAS, BTI desires to acquire the entire right, title and interest in and to the Gordon I, Gordon II, and Gordon III Inventions and the Gordon I, Gordon II, and Gordon III Patent Rights;

NOW, THEREFORE, for good and valuable consideration as recited in said certain Exclusive License, Technology Transfer, and Technology Acquisition Agreement dated July 23, 1999, and the "Clarification and Amendment" dated November 30, 2001, the receipt and sufficiency of which is hereby acknowledged, UNIVERSITY does hereby sell, assign, transfer and set over unto BTI, its successors and assigns, the entire right, title, and interest in and to said Gordon I, Gordon II, and Gordon III Inventions including the corresponding International Patent Application No. PCT/GB95/02186 filed September 15, 1995, including the priority application thereof GB9418981.8 filed September 21, 1994, and all subsequently applications based thereon; International Patent Application No. filed related PCT/GB97/02708 filed October 8, 1997, and the priority application thereof, GB9620934.1 filed October 8, 1996 and all improvements thereon; and including International Application No. PCT/US02/11620 filed April 11, 2002, and all subsequently filed applications based thereon; in and to any and all patents and patent applications pertaining to or based upon said inventions and improvements, including said identified Gordon Applications, and including any and all divisional and continuing applications and continuations-in-part; and in and to any and all Letters Patents, which may be granted and issued on said Gordon I, Gordon II, and Gordon III Inventions and said Gordon I, Gordon II, and Gordon III Patent Rights, or any of them, not only for, to and in the United States of America, its territories and possessions, but for, to and in all countries foreign thereto, together with and including all priority rights based upon any and all applications in the United States of America covered by this Assignment.

And for the above-named considerations, UNIVERSITY does hereby agree that it will at the request of BTI, execute any and all applications for Letters Patents for said inventions and any and all other papers and documents and do all other and further lawful acts that BTI may reasonably deem necessary or desirable to obtain U.S. and foreign Letters Patents on said inventions, to secure the grant of such Letters Patents and to perfect and vest in BTI the entire right, title, and interest in the inventions, applications, and Letters Patents.

Signed on behalf of The University Court of the University Of Glasgow

Dated: 27/01/03

By: DUGALD M MACKIE

Title: Secretary of out

(The execution of this document by The University Court Of The University Of Glasgow is being acknowledged by a Notar and an apostille.)

Befare me,

Xamerce CW-Nuterry Dust

Acknowledged By:

Dated: 28 H Jan 2003 -

Molecular Drives, Ltd.

Graham Patterson

Director

Cul.

(A certificate of acknowledgment is attached hereto for the above execution by Molecular Drives, Inc.)

Acknowledged By:

Dated: 101 7th 2003

John Francis Gordon

Inventor

(A certificate of acknowledgment is attached hereto for the above execution by John Francis Gordon.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	
``	SS.
County of Ivange	
On February 7,2003, before me, _	Jennifers Allen
personally appearedONN T	Name and Title of Officer (e.g., "Jane Doe, Notary Public")
porcontaily appeared	Name(s) of Signer(s)
	□ personally known to me
	proved to me on the basis of satisfactor evidence
	to be the remarkable to
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	to be the person(e) whose name(e) is/are subscribed to the within instrument and
JENNIFER S. ALLEN Comm. # 1336782	acknowledged to me that he/she/they executed
NOTARY PUBLIC - CALIFORNIA O Orange County	the same in his/her/their authorized capacity(ies), and that by his/her/their
My Comm. Expires Dec. 29, 2005	capacity( <del>ies)</del> , and that by his/ <del>her/thei</del> signature(e) on the instrument the person(e), or
	the entity upon behalf of which the person(s)
·	acted, executed the instrument.
	WITNESS my hand and official seal.
	( ) Pana Re A. S. O. Mino
Place Notary Seal Above	Signiture of Notary Public
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and doubt provent traditions removal at	nd reattachment of this form to another document.
Description of Attached Document  Title or Type of Document: At Vinca Color	ment of Assignment and Assignment
Document Date: 2/7/03	
Document Date: 21103	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer	
Signer's Name:	RIGHT THUMBPRINT OF SIGNER
☐ Corporate Officer — Title(s):	Top of thumb here
☐ Partner — ☐ Limited ☐ General	
Attorney in Fact	
☐ Trustee ☐ Guardian or Conservator	
Other:	
Signer Is Representing:	



FEBRUARY 25, 2000



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ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS Washington, D.C. 20231

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DANIEL M. BECKER
1251 AVENUE OF THE AMERICAS
NEW YORK, NY 10020

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 11/18/1999

REEL/FRAME: 010400/0621

NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MOLECULAR DRIVES LIMITED

DOC DATE: 06/07/1999

ASSIGNEE:

UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW, THE UNIVERSITY AVENUE GLASGOW, G12 8QQ, UNITED KINGDOM

SERIAL NUMBER: 09284421

PATENT NUMBER:

FILING DATE: 06/11/1999

ISSUE DATE:

MARY BENTON, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

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CALIFORNIA
BY

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	01212043 ed original documents or	<del> </del>
1. Name of conveying party(ies):  Molecular Drives Limited  APR 2 3 2003  Additional name(s) of conveying party(ies) attached?   Yes	2. Name and address of receiving part  NON  Court of the  Glasgow	ty(ies) V 1 8 University of
TA TRADEMA		
3. Nature of conveyance:  ■ Assignment □ Merger □ Security Agreement □ Change of Name	Street Address: <u>University Avenue,</u> 8QQ City: State:ZIP	
☐ Other		,
<ul> <li>Application number(s) or patent number(s):</li> <li>If this document is being filed together with a new app</li> <li>A. Patent Application No.(s)</li> <li>09/284,421, as a §371 of PCT/GB97/02708</li> <li>Additional number(s)</li> </ul>	B. Patent No.(s)	THE STORY OF THE S
<ol> <li>Name and address of party to whom correspondence concerning document should be mailed:</li> </ol>	6. Total number of applications and patent	
		ts involved:
Name: <u>Daniel M. Becker</u> Internal Address:	7. Total fee (37 CFR 3.41)\$40  Enclosed  Authorized to be charged to deposit	0.00
Internal Address:  Street Address: Fish & Neave  1251 Avenue of the Americas  City: New York State: NY ZIP:	8. Deposit account number:  06-1075  (Attach duplicate copy of this page if paying by	0.00 account
Internal Address:  Street Address: Fish & Neave  1251 Avenue of the Americas  City: New York State: NY ZIP:	8. Deposit account number:  06-1075  (Attach duplicate copy of this page if paying by	0.00 account
Street Address:  Street Address:  Fish & Neave  1251 Avenue of the Americas  City: New York  State: NY  ZIP:  DO  9. Statement and signature.  To the best of my knowledge and belief, the foregoing original document.  Daniel M. Becker  Name of Person Signing	8. Deposit account number:  06-1075  (Attach duplicate copy of this page if paying by	deposit account)

# **ASSIGNATION**

BY

## MOLECULAR DRIVES LIMITED

in favour of

THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW

#### **ASSIGNATION**

by

MOLECULAR DRIVES LIMITED
39 Western Court
University of Glasgow
G12 8QQ
(hereinafter referred to as "the Assignor")
OF THE FIRST PART

in favour of

THE UNIVERSITY COURT OF THE
UNIVERSITY OF GLASGOW
University Avenue
Glasgow
G12 8QQ
(hereinafter referred to as "the
University")
OF THE SECOND PART

#### WHEREAS:

- (ONE) The Assignor is the lawful proprietor of certain Patent Rights (as defined below) all of which stand in the name of Molecular Drives Limited; and
- (TWO) The University wishes to exploit the Patent Rights as detailed in the terms of agreement between THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW and DIGITAL DRIVES INC., CALIFORNIA dated 20th May 1999

### THEREFORE the Parties HEREBY CONTRACT and AGREE as follows

#### 1. **DEFINITIONS**

"Patent Rights" means all registrations of and pending applications for the patent application titled "Apparatus and Method for Conducting Assays" filed under the Patent Co-operation Treaty with a UK priority date 8th October 1996 and published as International Patent No. WO98/15356 together with the rights to make future applications and to sue for any and all past infringements.

"Effective Date" means 7th June 1999

#### 2. ASSIGNATION

In consideration of the terms set out in the Revenue Share agreement dated 7th June 1999 between DR JOHN GORDON AND THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW and subject to clause 2.2 (below), for a consideration of £1 the Assignor hereby assigns to the University free from encumbrance all its property, right, title and interest in the Patent Rights, and hereby undertakes at the request of the University at all times hereafter to do such acts and to execute all

such further documents, forms and authorisations as may be required or appropriate to vest full right, title and interest in the Patent Rights in the University absolutely, including but not limited to registration of the University's title as proprietor at relevant patent registries anywhere in the world and to assist in the resolution of any questions concerning the Patent Rights.

If all or any of the payments as laid out in the terms of agreement between THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW and DIGITAL DRIVES INC., CALIFORNIA dated 20th May 1999 have not been received by both parties Dr John Gordon of Molecular Drives Limited and the University will agree together future exploitation of the Patent Rights.

#### 3. WARRANTIES

The Assignor hereby warrants, represents and undertakes to the University as follows:-

- a) it has full power to enter into and perform this Assignation and this Assignation constitutes binding obligations on it in accordance with its terms; and
- b) the Patent Rights which are the subject of registration are its absolute property free from encumbrances and free and clear of any security interest and third party rights.
- c) The Assignor warrants that all costs incurred in relation to the prosecution of the Patent Rights prior to the Effective Date will be the sole responsibility of Molecular Drives Limited.

#### 4 DELIVERABLES

- 4.1 Upon the Effective Date the Assignor shall deliver to the University, insofar as capable of delivery and not already in the Universities possession, all agreements and records and technical information relating to the Patent Rights.
- 4.2 The Assignor has instructed Cruikshank and Fairweather, 19 Royal Exchange Square, Glasgow, G1 3AE (the "Patent Agents") that all records and technical information that the Patent Agents hold relating to the Patent Rights are to be held to the order of the University from the Effective Date.

#### 5. APPLICABLE LAW

This assignation shall be governed by and constructed in accordance with the laws of Scotland and the parties hereby prorogate the jurisdiction of the Scottish Courts: IN WITNESS WHEREOF these presents consisting of this and the preceding two pages are executed by the parties in duplicate as follows:

Subscribed for and on behalf of the said UNIVERSITY COURT of the UNIVERSITY OF GLASGOW by [PUGHLD MACKIE] duly authorised in that behalf at Glasgow on the [ML] day of June 1999 in the presence of this witness

from many

Witness Shale Chair
Full Name: SHELLA CRAIG

Address COURT OFFICE

UNIVERSITY OF GLASGOW

Occupation: SECRETARY

Subscribed for and on behalf of the said MOLECULAR DRIVES LIMITED by Dr John Gordon at Glasgow on the [7th] day of June 1999 in the presence of this witness

Witness Duf Will S
Full Name: BLYNICT DNID WILLIAMS

Address 10 THE SQUARE

WINDLYTY OF GARGOD

Occupation: Country ATTON MANYER

John Godon

Subscribed for and on behalf of the said MOLECULAR DRIVES LIMITED by Graham Patterson at Glasgow on the day of June 1999 in the presence of this witness

Witness Ty Eve

Full Name: GAYLE MENEN

Address 19 KENSINGTON GATE

GLASGOW, G12 9LG

Occupation: SECRETARY

Guhulah.





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UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS Washington, D.C. 20231 43601/10

AUGUST 23, 1999

FOLEY & LARDNER
JEFFERSON PERKINS
330 NORTH WABASH AVENUE
SUITE 3300, ONE IBM PLAZA
CHICAGO, ILLINOIS 60611-3608



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RECORDATION DATE: 06/11/1999

REEL/FRAME: 010036/0805

NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR''S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

GORDON, JOHN FRANCIS

DOC DATE: 06/01/1999

DOC DATE: 06/0

ASSIGNEE:

MOLECULAR DRIVES LIMITED 2 THE SQUARE GLASGOW, UNITED KINGDOM G12 8QQ

SERIAL NUMBER: 09284421

PATENT NUMBER:

FILING DATE: 06/11/1999

ISSUE DATE:

11/1000

SONYA JOHNSON, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

SEP 03 1999

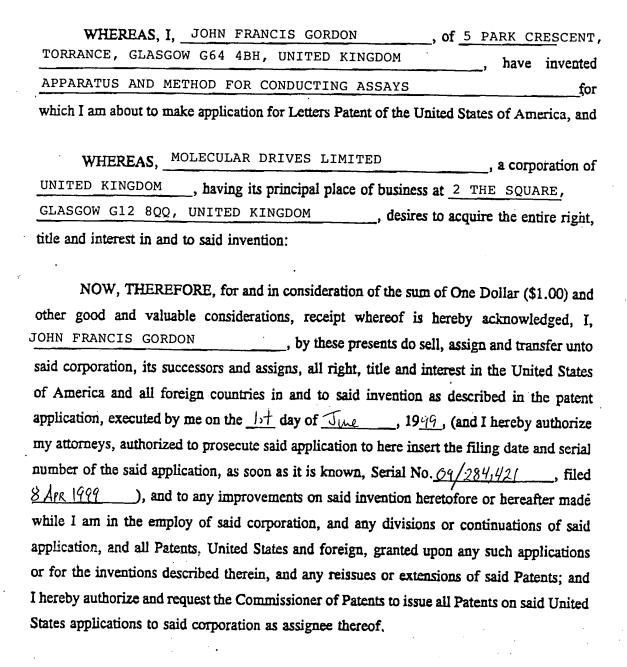


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	Rec'd 11 JUN 1999 _	
FORM PTO -1619A	06-24-1999 U.S. Department of Commerce	
Expires 06/30/99 OMB 0651-0027  P E 2	Patent and Trademark Office	
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Submission Type	s: Please record the attached original documents(s) or copy(ies Conveyance Type	<u>).                                    </u>
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	X Assignment Security Agreement	
Resubmission (Non-Recordation) Document ID #	License Change of Name	
Correction of PTO Error	Merger Other	
Reel # Frame #	U.S. Government (For Use ONLY by U.S. Government Agencies)	
Corrective Document Reel # Frame #	Departmental File Secret File	
Committee Don't		·
Name (line 1) Gordon, John Francis	rk if additional names of conveying parties attached Effective Date Month Day Year 06011999	
Name (line 2)		
Second Party	Effective Date Month Day Year	
Name (line 1)		
Name (line 2)		
Receiving Party	rk if additional names of conveying parties attached	
Name (line 1) Molecular Drives Limited	X If document to be recorded is an assignment and the	;
Name (line 2)	receiving party is not domiciled in the United	
Address (line 1) 2 The Square	States, an appointment of a domestic	]
	representative is attached. (Designation must be a	
Address (line 2)	separate document from Assignment.)	
Address (line 3) Glasgow City	United Kingdom G12 8QQ State/Country Zip Code	,
Domestic Representative Name and Addre		ᅱ
Name Jefferson Perkins (043601/0110)	0	
Address (line 1) Foley & Lardner	A A	
Address (line 2) 330 North Wabash Avenue		
16/1999 PVOLPE 00000161 09384421  Address (line 3) Suite 3300, One IBM Plaza	7 % 0	
Address (line 4) Chicago, Illinois 60611-3608	2 3 V	
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FORM PTO -1619B Expires 06/30/99 OMB 0651-0027	:	Page 2	APR 2 3 2003	U.S. Department of Commerce Patent and Trademark Office PATENT
Correspondent Nam	e and Address	Area Code and	Telephone Namber (3	12) 755-2512
Name Jeffe	erson Perkins			
Address (line 1) Fole	y & Lardner			
Address (line 2) 330	North Wabash Avenue			
Address (line 3) Suit	e 3300, One IBM Plaza			
Address (line 4) Chie	cago, Illinois 60611-360	8		
Pages Enter include	the total number of pagding any attachments	ges of the attached	conveyance document	# 3
Application Number  Enter either the Pater Patent Ap  09284421  If this document is being filed signed by the first named ex	ent Application Number or or oplication Number(s)	the Patent Number (L	Patent	Mark if additional numbers attached bers for the same property).  Number(s)
	plication number Application Number	PCT PCT	PCT PCT	PCT PCT
Number of Properti	es Enter the tota	al number of prop	perties involved. #	1
Fee Amount  Method of Paymen  Deposit Account  (Enter for payment by de	posit account or if additional f	Deposit Acc	ount he account.)	4600 F 28 2 8 No No No
Statement and Sig	nature			
To the hest of r	ny knowledge and belies s a true copy of the orig	f, the foregoing info inal document. Ch	nmation is true and corre arges to deposit account	ct and any are authorized, as
Name of Pe	n Perkins erson Signing o. 31,407		<i>Yulkm3</i> Signature	June 8, 1999 Date Signed

#### ASSIGNMENT



FOR SAID CONSIDERATIONS, I hereby covenant and agree that I am the owner of the full title herein assigned and have the right to assign the same, and agree that I will communicate to said corporation or its representatives, any facts known to me respecting said invention or inventions and testify in any legal proceedings relating thereto when called upon,

and will sign all instruments and documents and render such assistance which in the judgment of said corporation is necessary to vest in it and protect the legal title sought to be assigned.

1st June 1999

Date

JOHN FRANCIS GORDON

#### Attorney Docket No. 043601/0110

#### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

John Francis GORDON

Serial No.:

09/284,421

Filed:

April 8, 1999

Por:

APPARATUS AND METHOD FOR CONDUCTING ASSAYS

Office of the Solicitor U.S. Patent and Trademark Office Washington, D.C. 20231

THOUR TON Foley & Lardner, whose postal address is 330 North Wabash Avenue, Suite 3300, Chicago, Illinois 60611-3608, is hereby designated applicant's domestic representative upon whom notice or process in proceedings effecting the above-referenced patent application or any U.S. patent issuing therefrom may be served.

Date: 1st June 1999

Name:

Title:

1) IRECTUR

For and on behalf of MOLECULAR DRIVES LIMITED